



GC15 Arguile Terms and Conditions

These Arguile G-Cloud Supplier Terms (Supplier Terms) form part of an agreement for the provision of services by Arguile Search Limited (Arguile) under a Call-Off Contract (and its Order Form) as defined in the Crown Commercial Service G-Cloud Framework Agreement (RM1557) between Arguile and the Minister for the Cabinet Office (Framework Agreement).

They apply, as applicable, between Arguile and each buyer (Customer) entering into a Call-Off Contract.

These Supplier Terms apply to the following G-Cloud Services being provided by Arguile:

Section 1 Consultancy Terms (Lot 3)

SECTION 1 – CONSULTANCY TERMS

These Consultancy Terms apply to Lot 3 where resource augmentation type services, including consultancy services, are being provided by Arguile to the Customer.

ARGUILE CONSULTANCY TERMS AND CONDITIONS

The following definitions apply to these Consultancy Terms and Conditions:

Charges means any or all charges payable by Customer to Arguile as agreed under the Contract.

Arguile means Arguile Search Limited (company number 08052089).

Consultancy Terms means these Arguile Consultancy Terms and Conditions.

Contract means the agreement entered between the Customer and Arguile for the supply of the Services to which these Consultancy Terms form a part of.

Customer means the buyer shown in the Contract.

Services mean the provision by Arguile of an agreed number of days (by way of provision of consultants and/or consultancy services) on a time and materials basis for the Customer as agreed under the Contract.

1. Arguile Obligations

- 1.1 Arguile shall provide the Services to the Customer.
- 1.2 The consultant(s) provided by Arguile shall carry out the tasks specified by the Customer in accordance with the provisions of these Consultancy Terms.
- 1.3 In consideration of the Services, Customer agrees to pay Arguile at the agreed daily rate plus VAT.
- 1.4 Arguile shall be liable for consultant's tax and Employers and Employees National Insurance contributions as required by law.
- 1.5 In the event that there are periods when there is no work for the consultant to perform, the Customer shall still pay Arguile at the agreed daily rates for these periods.

2. Customer Obligations

- 2.1 Customer shall:
 - 2.1.1 where required permit reasonable access by Arguile to its sites, for Arguile to perform its obligations under this Contract;
 - 2.1.2 where Arguile personnel are required to work at Customer sites, ensure that its personnel provide all reasonable assistance including desk space, telecommunications equipment and administrative support, as and when required by Arguile to discharge its obligations, and in particular take all measures necessary to comply with the acts, orders, regulations and codes of practice relating to health and safety, which may apply to those involved in the performance of the Contract;
 - 2.1.3 obtain and maintain all necessary licences, permissions and consents which may be required for Arguile to deliver the Services;
 - 2.1.4 provide suitable work and supervise the consultants provided to perform the Services;
 - 2.1.5 carry out and comply with any of the Customer's responsibilities.

3. **Services**

- 3.1 Unless otherwise stated the Services will be provided by Arguile on working days, either at Arguile sites or at an agreed Customer site.
- 3.2 Customer will be responsible for giving sufficient work and tasks to the consultant and supervising the consultant as it would its own staff.
- 3.3 If the dates scheduled for delivery of the Services are deferred or cancelled by Customer, Arguile may charge for such days.
- 3.4 A daily retainer charge based on the staff hourly rate shall be invoiced and payable by the Customer if any delay to the start date which has been caused by the Customer's failure to meet its obligations under the on-boarding plan.
- 3.5 All Charges are subject to Indexation in line with Framework Schedule 3, and are subject to the corresponding change in the Retail Price Index (RPI) as published by the Office of National Statistics.

4. **General**

- 4.1 Until six months after termination of these Consultancy Terms, Customer will not solicit the employment nor services of any consultant provided under the Services; solicitation in this context shall not include any personnel responding to open advertisements published. Liquidated damages for breach of this provision will be equal to the gross salary or fees of that person for the first twelve months of their new employment or contract. The parties agree that such sum is a genuine pre-estimate of the costs which the party previously employing or contracting with the individual will incur in finding and training a replacement for that person.
- 4.2 All disputes arising out of or under these Consultancy Terms that are not resolved by the Customer's contract manager and Arguile's account manager shall be escalated internally by both parties for resolution. Second level escalation is to the Customer contract manager's manager and for Arguile the Service Delivery Manager. Then the third level is to that manager's manager. If the parties fail to settle the dispute within 30 days of the third level escalation, or such longer period as the parties may agree, the dispute may be referred to the English courts.